

**SALE OF LEASEHOLD AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between and among \_\_\_\_\_, hereinafter referred to as "Tenant", and \_\_\_\_\_, hereinafter referred to as "Prime Lessee", and \_\_\_\_\_, hereinafter referred to as "Landlord".

WITNESSETH:

WHEREAS, Tenant on or about the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, entered into a lease agreement with Landlord, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Tenant and Landlord desire to terminate the Lease Agreement; Prime Lessee and Landlord desire to enter into a new lease agreement, hereinafter referred to as "Prime Lease", a copy of which is attached hereto as Exhibit "B", to be dated as of the date Tenant delivers to Prime Lessee possession of the leased premises; and

WHEREAS, the Prime Lessee and Tenant desire to enter into a sublease to be effective as of the date of delivery of possession, hereinafter referred to as "Sublease", a copy of which is attached hereto as Exhibit "C"; and

WHEREAS, the parties desire to have all the right, title and interest of Tenant in the leasehold improvements and the premises leased under the Lease Agreement, hereinafter referred to as "Leased Premises", transferred and assigned to the Prime Lessee.

NOW, THEREFORE, in consideration of mutual covenants and conditions set forth herein, the parties agree as follows.

1. **Lease and Sublease.** Tenant and Landlord agree that all rights and obligations of Tenant and Landlord under the Lease Agreement shall terminate upon delivery, subject to the Sublease, to Prime Lessee of possession of the Leased Premises. Tenant consents to the execution by Prime Lessee and Landlord of the Prime Lease Agreement; Landlord consents to the execution by Tenant and Prime Lessee of the Sublease. Tenant and Landlord individually and not jointly, covenant, represent and warrant that at the date of this Agreement and up to the time the Sublease shall become effective the Lease Agreement will be in full force and effect, unmodified, and with no defaults.

2. **Rent Payments.** Tenant shall continue to make all payments to Landlord required to be made under the Lease Agreement for or in respect to periods prior to the date of delivery of possession of the Leased Premises to Prime Lessee, including, but not limited to, the full rental and leasehold amortization payments due and payable on \_\_\_\_\_, 20 \_\_\_\_\_. To the extent that any such payments relate to the portion of the Leased Premises referred to in the Lease Agreement as Premises "A", "B", and "C", for or in respect of periods subsequent to said delivery of possession, Prime Lessee will give Tenant a credit against payments required to be made by Tenant to Prime Lessee under the Sublease.
3. **Possession Date.** Tenant agrees that possession of the Leased Premises, subject to the provisions of the Sublease, shall be given by Tenant to Prime Lessee no later than the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. The Tenant may give such possession to Prime Lessee prior to said date whereupon Prime Lessee shall become the lessee under the Prime Lease Agreement effective as of the date of such possession.
4. **Leasehold Improvements.** Exhibit "D" is a list prepared by Tenant of all leasehold improvements installed in the Leased Premises with detailed costs and depreciation and amortization schedules. Tenant transfers and assigns to Prime Lessee effective on delivery of possession of the Leased Premises to Prime Lessee all right, title, and interest of Tenant in and to all of said leasehold improvements. Landlord consents to such transfer and assignment. Tenant agrees to execute and deliver to Prime Lessee appropriate documents satisfactory to counsel for Tenant and Prime Lessee to effect such transfer and assignment.
5. **Title Information.** Landlord shall promptly furnish to Prime Lessee a set of the working drawings of the Leased Premises, a copy of the survey of the Leased Premises described in the Lease Agreement and copies of all title insurance policies or title guarantees with respect to the Leased Premises, which policies or guarantees shall promptly be assigned to Prime Lessee to the extent the same are assignable.
6. **Real Estate Commission.** It is understood that \_\_\_\_\_ is the only real estate broker who has represented any party to this transaction and that the Commission of said real estate broker shall be computed and payable as follows:
  - a. **Tenant Payment.** Tenant will pay to \_\_\_\_\_ the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), payable by Tenant on the date that possession of the Leased Premises is given to Prime Lessee.

- b. **Assignee Payment.** Prime Lessee will pay to \_\_\_\_\_ the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), with \_\_\_\_\_ (\$ \_\_\_\_\_) payable when Prime Lessee takes possession of the Leased Premises, and \_\_\_\_\_ (\$ \_\_\_\_\_) payable one year thereafter.
- c. **Landlord Payment.** Concurrently with the execution hereof, Landlord will pay to Prime Lessee the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) which Prime Lessee agrees is in full consideration of any and all liability of Landlord with respect to any Commission due \_\_\_\_\_, on the date that possession of the Leased Premises is given by Tenant to Prime Lessee.
- d. **Repayment.** In the event that Prime Lessee exercises the right to cancel pursuant to the terms and conditions of paragraph \_\_\_\_\_ of the Prime Lease Agreement, concurrently with the delivery of written notice of cancellation, the Prime Lessee shall repay to Landlord the sum of \_\_\_\_\_ (\$ \_\_\_\_\_).
7. **Commencement Date.** Upon delivery to Prime Lessee by Tenant of possession of the Leased Premises pursuant to Paragraph \_\_\_\_\_, Prime Lessee and Landlord agree to amend Paragraph \_\_\_\_\_ of the Prime Lease Agreement by inserting the date of delivery of possession as of the date of commencement of the term of the Prime Lease Agreement. Delivery of possession shall be evidenced by a letter signed by Prime Lessee and Tenant on such date.
8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
9. **Warranty.** Tenant and Landlord represent and warrant that the Lease Agreement is the only agreement, written, oral or otherwise, between Tenant and Landlord and that said Lease Agreement has not been amended, superceded, added to or interpreted, in writing, orally or otherwise, at any time.
10. **Governing Law.** All matters pertaining to this Agreement (including its interpretation, application, validity, performance and breach), shall be governed by, construed and enforced in accordance with the laws of the State of \_\_\_\_\_. The parties

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herein waive trial by jury and agree to submit

**EXHIBIT "A"**  
**LEASE AGREEMENT BETWEEN TENANT AND LANDLORD**

**EXHIBIT "B"**

**PRIME LEASE AGREEMENT BETWEEN PRIME LESSEE AND LANDLORD**

**EXHIBIT "C"**  
**SUBLEASE BETWEEN TENANT AND PRIME LESSEE**

**EXHIBIT "D"**  
**LEASEHOLD IMPROVEMENT LIST**